

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 29

RESOLUTION OF THE CITY COUNCIL APPROVING THIRD AMENDMENT TO THE
MANAGEMENT AGREEMENT WITH KEMPERSPORTS FOR GOLF COURSE
OPERATIONS AT THE RANCHO SOLANO AND PARADISE VALLEY GOLF
COURSES

WHEREAS, KemperSports and the City extend the term of the lease until December 31, 2017, with an option to extend for an additional five years; and

WHEREAS, KemperSports and the City will make operational changes as described in the Third Amendment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The Third Amendment to the Management Agreement for the operations and maintenance of the City Golf Courses is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Third Amendment, substantially in the form attached and to do all things necessary to implement this Resolution and the Third Amendment.

PASSED AND ADOPTED this 2nd day of February 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE NONE

ABSENT: COUNCILMEMBERS: Bertani, Moy
NONE

ABSTAIN: COUNCILMEMBERS:

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK

pw

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

This THIRD AMENDMENT TO MANAGEMENT AGREEMENT (this "Third Amendment"), dated as of Feb. 11, 2016, is between the CITY OF FAIRFIELD, a municipal corporation (the "City"), and KemperSports Management INC, an Illinois corporation (the "Operator"), amends and supplements that certain Management Agreement dated as of January 1, 2008, between the City and the Operator (the "Agreement");

RECITALS

- A. The Operator has managed the Paradise Valley Golf Course and the Rancho Solano Golf Course (the Golf Course") for the City since 2003.
- B. The City and the Operator desire to extend the management agreement an additional 24 months to December 31, 2017.
- C. The City and the Operator agrees to report back to City Council every fourth month to provide an overview of golf operations and financial performance.
- D. The Operator understands failure of meeting the expectations of this amendment during the two years will result in no further extension of the agreement.
- E. The City and the Operator has defined Playable Days as a day the golf course is not impacted by poor climate conditions (hot, cold, rain, snow, wind) or due to regular maintenance practices (greens aerification) or weather carryover (standing water, soft and muddy conditions) or a forecast of precipitation.

AGREEMENT

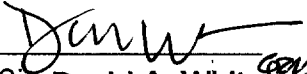
NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is acknowledge by both parties, the City and Operator agree as follows:

The foregoing Recitals are expressly approved and incorporated herein by this reference.

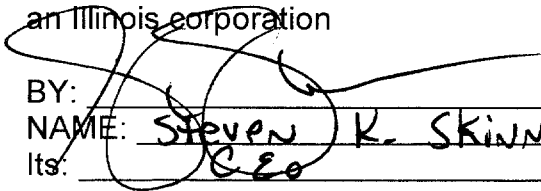
1. The Operator will work cooperatively with Sports Restaurant Inc. to increase usage of the City's golf courses, to increase revenue, and eliminate City's subsidies.
2. The Operator will increase rounds per playable days by two percent (2%) above the previous year starting with 2015/2016 fiscal year as a benchmark.
3. The Operator will increase tournament revenue by five percent (5%) above the previous year starting with 2015/2016 fiscal year as a benchmark.
4. The Operator will increase youth golf rounds and revenue by five percent (5%) above the previous year starting with 2015/16 fiscal year as a benchmark.
5. The Operator will increase women's golf and revenue by five percent (5%) above the previous year starting with 2015/16 fiscal year as a benchmark.
6. The Public Works Director is authorized to extend the agreement for an additional 60 month extension upon mutual agreement with operator with the same terms and conditions including negotiated adjustments to the agreement if required.

Except as expressly set forth in this Amendment, all of the provisions of the agreement shall remain in full force and effect.

CITY:
CITY OF FAIRFIELD
a municipal corporation

BY: 
Name: David A. White
Its: City Manager

OPERATOR:
KEMPERSPORTS MANAGEMENT INC
an Illinois corporation

BY: 
NAME: Steven K. Skinner
Its: CEO